

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Anthony Brian Mallgren

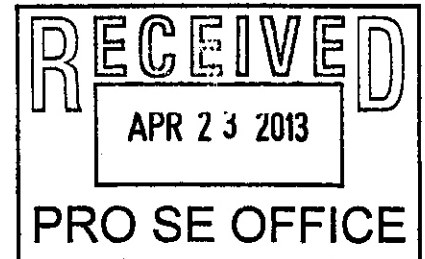
COMPLAINT

-against-

Jury Trial: No

Sprint Nextel Corporation

BRODIE, J.



PARTIES IN THIS COMPLAINT

RI COM. M.J.

Plaintiff/Petitioner Name: Anthony Brian Mallgren

Street Address: 2027 Lexington Avenue

County, City: New York, Harlem

State & Zip Code: New York 10035

Telephone Number: (424) 235-0231

CV 13-2477

Defendant No. 1 Name: Sprint Nextel Corporation

Street Address: 6200 Sprint Parkway

County, City: Johnson, Overland Park

State & Zip Code: Kansas 66251

Telephone Number: 866-866-7509

BASIS OF JURISDICTION

1. Jurisdiction and venue is proper pursuant to 28 USC § 1331 (a).
2. The federal question at hand is regarding 15 USC § 77q.

STATEMENT OF CLAIM

1. Mallgren purchased an Apple iPhone with a two year contract agreement from the defendant.
2. Upon Mallgren being on a project, for which the contract was terminated early, Mallgren ceased making payments due to lack of funds.
3. The service for Mallgren was terminated by the defendant and the defendant charged an early termination fee to the account, to the knowledge of Mallgren.
4. Mallgren then attempted to sell the iPhone in order to secure additional funds to support litigation efforts.
5. The store representative, a person at a CeX store located on Livingston Street in Brooklyn, New York, told Mallgren that no one would accept the phone, being that the phone could not be activated with still

being linked to the account of Mallgren.

6. Mallgren called the defendant in an attempt to resolve this matter, but they only confirmed that the phone could not be activated without full payment of the account, being the value of the contract as determined by the defendant.
7. It was then made known to Mallgren that the defendant not only was holding the phone as an asset, but had also seemingly sold off the debt to an outside agency, seemingly netting the defendant a positive asset balance from the transaction without any equitable consideration for doing so.
8. Mallgren believes that a transaction performed in this manner is fraudulent in the principles of equitable consideration in contract law as well as per the reporting requirements of assets and liabilities for publicly owned companies and wishes to reconcile the matter within the terms of the original contract.

INJURY

1. Due to very intense litigation in a variety of matters (see Anthony Mallgren, Mullgren and Mallgreen in the Southern and Eastern District of New York and the Second Circuit of the United States Court of Appeals) and the building of transgression made possible by the lack of due process from the United States Courts, this contract invalidation has resulted in exponential effects from the original contract.
2. Mallgren relies on electronic automation for litigation efforts and has not had sufficient access to such resources to pursue justice. Mallgren had planned to purchase an HP Netbook from the CeX store, which Mallgren had made known to the representative, to facilitate these efforts. Failing in fulfilling this transaction per the terms of the agreement and unblocking the path of justice has increased and intensified the effects, injuries and resulting damages.
3. Being that time is of the essence, Mallgren has lost a significant amount of time, for which Mallgren could have been billing for at the usual rate of Mallgren.
4. Mallgren has also suffered emotional distress, mental anguish and physical injuries.

RELIEF

1. Mallgren wishes for injunction relief in the form of regulation to be affected and effect which closes this financial elasticity loop whole from occurring to discontinue the run of fraudulently secured assets going unaccounted for on the balance sheets of publicly owned companies.
2. Mallgren wishes for specific performance in the form of the defendant releasing the phone from the account of Mallgren, being that the value of the contract has been sold to a third party.
3. Mallgren wishes for damages in an amount to be determined at a later time.
4. Mallgren wishes for further relief as deemed proper and just by the court.

I declare under penalty of perjury that the foregoing is true and correct to my knowledge.

Signed this day 23 of April, 2013.

Signature of Plaintiff



Mailing Address 2027 Lexington Avenue

Harlem, New York 10035

Telephone Number (424) 235-0231



Return this device. Offer expires May 8, 2013 to while supplies last. Requires 24 month contract and activation. Up to \$300 per line activation fee. A new phone activation fee of up to \$30 per line may apply. Sprint reserves the right to terminate offers without notice. Offers may not be available in all markets. Other conditions may apply. Please consult your carrier for details. The maximum Sprint \$100 activation fee (up to \$300) may apply. 24 months activation. No cash back. You will return your undamaged device within 14 days of activation to your original place of purchase (with your receipt) and receive the full device in return. You will receive your activation fee (up to \$300) within 3 business days of activation and receive your new phone within the 14 day return period. You are responsible for all charges based on actual usage (unless monthly service charges, Sprint surcharges, taxes and fees). A \$30 processing fee (\$75 for returns, returns are subject to an audit. Your Sprint card requires an active debit card (not a credit card) for activation. Only one device or more devices purchased through a Buy One, get one offer (BOGO) may be returned. All devices or accessories purchased must be returned/replaced to receive a refund or temporary exchange. In addition, if a Buy One, Get One Free device is exchanged, it is subject to the returning fee term.